

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK
CENTRAL ISLIP DIVISION

CARDCONNECT, LLC,	§	
Plaintiff,	§	
	§	
v.	§	
	§	CASE NO. 2:20-cv-01526
LAW OFFICE OF FRANCISCO J.	§	
RODRIGUEZ and FRANCISCO J.	§	
RODRIGUEZ,	§	
Defendant.	§	
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LAW OFFICE OF FRANCISCO J.	§	
RODRIGUEZ and FRANCISCO J.	§	
RODRIGUEZ	§	
Defendant/Third-Party Plaintiff	§	
	§	
v.	§	CASE NO. 2:20-cv-01526
	§	
ANTONIO JUAREZ HERNANDEZ,	§	
NEREYDA VEGA, ROYAL LIBERTY	§	
OIL LEASING, LLC, AND ROYAL	§	
INTERNATIONAL INVESTMENT	§	
GROUP, LLC	§	
Third-Party Defendants	§	

FINAL DEFAULT JUDGMENT AGAINST THIRD-PARTY
DEFENDANTS NEREYDA VEGA, ROYAL LIBERTY OIL LEASING,
LLC, AND ROYAL INTERNATIONAL INVESTMENT GROUP, LLC

Having reviewed all of the moving papers, I hereby find as follows:

Service of Process and Default – Nereyda Vega

The record reflects that proper service was made on Defendant Nereyda Vega.

DE 21.

According to the record, no answer, motion or other appearance was filed on behalf of Defendant Nereyda Vega.

The Clerk has properly entered notation of default pursuant to Fed. R. Civ. P. 55(a).

DE 38.

Service of Process and Default – Royal Liberty Oil Leasing, LLC

The record reflects that proper service was made on Defendant Royal Liberty Oil Leasing, LLC. **DE 22.**

According to the record, no answer, motion or other appearance was filed on behalf of Defendant Royal Liberty Oil Leasing, LLC.

The Clerk has properly entered notation of default pursuant to Fed. R. Civ. P. 55(a).

DE 38.

Service of Process and Default – Royal International Investment Group, LLC

The record reflects that proper service was made on Defendant Royal International Investment Group, LLC. **DE 24, 27.**

According to the record, no answer, motion or other appearance was filed on behalf of Defendant Royal International Investment Group, LLC.

The Clerk has properly entered notation of default pursuant to Fed. R. Civ. P. 55(a).

DE 38.

Liability

The default of Nereyda Vega, Royal Liberty Oil Leasing, LLC and Royal International Investment Group, LLC (collectively “Third-Party Defendants”) constitutes “an admission of all well-pleaded allegations against the defaulting party.” *Vermont Teddy Bear Co. v. 1-800 BEARGRAM Co.*, 373 F.3d 241, 244 (2d Cir. 2004). Nevertheless, the Court is “required to determine whether the [Third-Party Plaintiffs’] allegations establish [the Third-Party Defendants’] liability as a matter of law.” *Finkel v. Romanowicz*, 577 F.3d

79, 85 (2d Cir. 2009). Based upon examination of the complaint and motion papers, I find that the Law Office of Francisco J. Rodriguez and Francisco J. Rodriguez (collectively “Third-Party Plaintiffs”) have demonstrated that the uncontroverted allegations, without more, establish the liability of the Third-Party Defendants on the following causes of action: civil conspiracy to defraud. **DE 10.**

Damages

Based upon a review of affidavits and other documentary evidence, see *Transatl. Marine Claims Agency, Inc. v. Ace Shipping Corp.*, 109 F.3d 105, 111 (2d Cir. 1997) (holding a court may rely upon affidavits and documents in calculating damages upon default), I find that the Third-Party Plaintiffs have established damages in the following amounts, for which Third-Party Defendants Nereyda Vega, Royal Liberty Oil Leasing, LLC, and Royal International Investment Group, LLC are jointly and severally liable for:

Principal Damages **DE 45-1** - \$234,999.00

Prejudgment interest of 9% from February 11, 2019 until the date of judgment, in the amount of \$50,470.05. **DE 29-9 (pg. 5).**

Costs **DE 46-3** – \$176.82

TOTAL - \$285,645.87

Conclusion

For the foregoing reasons, the undersigned grants the Third-Party Plaintiffs’ motion for default judgment.

SO ORDERED.

/s/ Gary R. Brown

GARY R. BROWN, United States District Judge

10/28/2021

Date